

 <b>Region 16 Local Operating Policy</b>		<b>Policy Number</b> <b>ADMIN-05</b>
<b>Title:</b>	Layoff, Recall and Retention Agreement Policy	
<b>Effective:</b>	12/08/2022	
<b>Revised:</b>	N/A	

## I. PURPOSE AND SCOPE

If it is determined that a reduction in the workforce is necessary because of funding changes, adverse economic conditions, legislative changes, organizational restructuring or other conditions, then layoffs and recall from layoffs will generally be conducted in a manner that is consistent with the procedures described below. In addition, in the event of organizational restructuring, corporate merger or other organizational wide change, where reductions in force are necessary, critical and key operational and management employees may be offered a retention agreement, with retention compensation incentives, to provide for certain organizational stability and retention of key employees through substantial organizational change.

## II. PROCEDURES

### Layoff

- If a layoff is expected, Employer will attempt to communicate information about an impending layoff as soon as possible considering the employer's interests and compliance with state and federal notice requirements.
- Employees will generally be selected for layoff based on the following criteria, although not in this particular order:
  - The needs of the organization and specific projects.
  - Promotion potential and transferability of skills to other positions within the unit.
  - Demonstrated current and past performance.
  - Length of service with the organization.
- An employee's length of service is measured from the original date of employment with organization if there has not been a break in service greater than 30 days. Employees

with breaks in service greater than 30 days, but less than one year, are credited only for their time actually worked; that is, the break in service time does not get credited in an employee's length of service unless required by law. Employees with a break in service greater than one year will receive credit for service from their most recent date of hire with the organization.

- Employees selected for layoff will be given as much notice as is required by law or as much as is reasonable under the circumstances.
- If the layoff is expected to exceed 30 days, unused, accrued paid leave will be paid at the time of layoff if permitted under paid leave policies. Employees who are laid off will not continue to accrue paid leave during the layoff.
- Provided adequate funding is available and authorized, employee's subject to layoff may be eligible for up to three months of employer-paid subsidy for the cost of a health insurance in the same amount as the employer-paid at the time of layoff.

### **Recall**

- Employees who are laid off will be maintained on a recall list for six months, or until management determines the layoff is permanent, whichever occurs first (the "Recall Period"). Removal from the recall list terminates any potential reinstatement the employee may have. While on the recall list, employees should inform the human resource department if they become unavailable for recall. Employees who do not keep a current home address, telephone number and email on record with the HR department will lose recall rights.
- Employees will be recalled according to the needs of organization, the employee's classification and ability to perform the job. Notice of recall will be sent by email and US Mail to the employee's email and home address on record. Unless an employee responds to the recall notice within seven (7) days following receipt of the notice or its attempted delivery, the employee's name will be removed from the recall list and the employee will no longer have any job rights with organization.
- Credit for seniority will continue to accumulate during any layoff of 30 days or less. Employees laid off for more than 30 days, will not be granted any credit for prior service even if reinstated during the recall period.

### **Retention Incentive Compensation and Employment Agreements**

- In the event of organizational restructuring, corporate merger or other organizational wide change, where reductions in force are necessary, upon recommendation of the CEO and approval by the Board of Directors, critical and key operational and management employees may be offered a retention agreement, with retention compensation incentives, to provide for certain organizational stability and retention of key employees through substantial organizational change.
- Definitions:
  - Key Employees - critical operational or management employees occupying positions that the CEO deems essential for organizational and operational stability through times of substantive organizational disruption or change.

- Critical Service Period - The period of time, in which Key Employees are essential to maintain organizational and operational stability through times of substantial organizational change.
- Key Employees may be offered retention incentive compensation to encourage them to remain employed with the organization during the Critical Service Period.
  - The terms of the retention incentive and the conditions of retention shall be set forth in a separate written retention employment agreement to be approved by the Board of Directors.
  - Retention employment agreements shall be effective no more than the length of the Critical Service Period.
- Retention Incentive Compensation may include, but is not limited to, :
  - For hourly employees, time and one-half the employee's regular rate of pay for any hours worked identified during a specified period; or
  - For salaried employees, an additional weekly or bi-weekly stipend in a flat amount or as percentage of base salary; and
  - May not exceed an amount greater than 20 weeks of compensation based on the employee's regular rate of pay or base salary.
- Retention Incentive Compensation shall be earned each week during the Critical Service Period, and paid in the ordinary course of payroll at the conclusion of the Critical Service Period if all the terms and condition of the Retention Agreement are satisfied.

### III. REVISION HISTORY

Date	Description
12/15/2022	Issued by CareerSource Pasco Hernando.
12/08/2022	Approved by CareerSource Pasco Hernando Board of Directors.